



Order Filed on February 2, 2017  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

PARKER McCAY P.A.

BRIAN E. CAINE

9000 Midlantic Drive; Suite 300

Mt. Laurel, New Jersey 08054

(856) 596-8900

Attorney for Wilmington Savings Fund Society, FSB,  
d/b/a Christiana Trust, not individually but as trustee  
for Carlsbad Funding Mortgage Trust, its successors  
and/or assigns

In Re:

KENNETH G. McNEIL

Case No. 15-14218-MBK

Hearing Date: February 1, 2017

Judge: KAPLAN

**CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION**

The consent order set forth on the following pages, numbered two (2) through four (4) is hereby **ORDERED**.

LAW OFFICE  
PARKER McCAY P.A.

**DATED: February 2, 2017**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

**Page 2 CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION**  
15-14218-MBK

1. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust ("Secured Creditor") is the holder of a mortgage on the real property, located at 48 South Olden Avenue, Trenton, New Jersey 08609
2. The Parties have agreed that for purposes of the instant Chapter 11 case, the Secured Creditor shall have an allowed secured claim of \$42,000.00. This amount has been determined to be a combination of outstanding escrow advances and an undetermined fair market value of the property.
3. The interest rate shall be 4.50%.
4. Debtor agrees to pay the secured claim amount of \$42,000 at 4.50% fixed interest rate amortized over 5 years with payments calculated at a 60 month amortization schedule. The first payment will be due February 1, 2017, and maturing January 1, 2022.
5. The new monthly mortgage payment will be \$783.01 (principal and interest only).
6. The balance of the claim shall be deemed an undisputed unsecured, allowed claim and shall be paid a pro-rate share of the unsecured dividend in addition to the secured amounts.
7. The Secured Creditor has agreed to allow this loan to change to a non-escrowed loan upon proof of receipt of insurance obtained by the debtor. Monthly taxes and insurance shall be paid directly by the debtor, and not included in the in the monthly mortgage payment starting with mortgage payment due February 1, 2017.
8. If the debtor is in default of any taxes and insurance, the Secured Creditor may provide written notice to the debtor and debtor's attorney of same, and debtor has fifteen (15) days to cure the default. If the default is not cured, creditor may protect its interests by advancing the delinquent amounts and thereafter may require taxes and insurance to be escrowed again.
9. All amounts still outstanding upon the maturity date under this agreement will be due and owing in full on the maturity date.

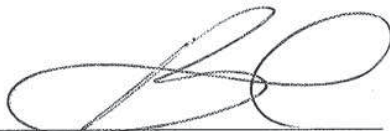
**Page 3 CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION**  
15-14218-MBK

10. All other terms of the Mortgage and Note not directly altered by this agreement will remain in full force and effect.
11. Secured Creditor has relief from the automatic stay as to the Subject Property upon confirmation of Debtor's Chapter 11 Plan.
12. In the event of a default on payments to Secured Creditor under the terms of this Agreement, Secured Creditor may proceed pursuant to the terms of the underlying mortgage and note, and state and federal law, to obtain possession of the Subject Property, without further court order of the Bankruptcy Court.
13. If this instant Chapter 11 bankruptcy petition is dismissed and/or converted to another chapter under title 11, Secured Creditor's lien shall remain a valid secured lien for the full amount due under the original Promissory Note and all payments received under this agreement will be applied contractually under the original terms of the Deed of Trust and original Promissory Note.
14. Debtors agree that this agreement shall be included in all existing and future proposed Chapter 11 Plans through either exact language or by attaching this stipulation as an exhibit to the plan, and if any terms in Debtors' Chapter 11 Plan conflict with the terms of this agreement the terms of this agreement will control. In the event that Debtors' Chapter 11 Plan does not reflect the language of this agreement, Debtors agree that the agreement terms will be incorporated into the confirmation order through exact language, attachment of the agreement as an exhibit to the confirmation order, or by reference in the confirmation order of the agreement by document number.



**Page 4 CONSENT ORDER RESOLVING OBJECTION TO CONFIRMATION**  
15-14218-MBK

15. This matter resolves Secured Creditor's objection to confirmation of plan filed at docket number 124.
16. Secured Creditor agrees to vote for Debtors' Chapter 11 Plan.



Dated: 2-1-17

Brian E. Caine, Esq.  
Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
Mount Laurel, NJ 08054  
Tel (856) 985-4059  
Fax (856) 596-3427  
[BCaine@parkermccay.com](mailto:BCaine@parkermccay.com)

Attorneys for Wilmington Savings Fund Society, FSB,  
d/b/a Christiana Trust, not individually but as trustee  
for Carlsbad Funding Mortgage Trust



Dated: 2-1-17

Scott E. Kaplan, Esq.  
Law Offices of Scott E. Kaplan, LLC  
12 N. Main Street, P.O. Box 157  
Allentown, New Jersey 08501  
Tel 609-259-1112  
Fax 609-259-5600  
[scott@sekaplanlaw.com](mailto:scott@sekaplanlaw.com)  
Attorneys for Debtor

## Imaged Certificate of Notice Page 5 of 6

United States Bankruptcy Court  
District of New JerseyIn re:  
Kenneth G McNeil  
DebtorCase No. 15-14218-MBK  
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0312-3

User: admin  
Form ID: pdf903Page 1 of 2  
Total Noticed: 1

Date Rcvd: Feb 02, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 04, 2017.

db +Kenneth G McNeil, 52 S. Olden Avenue, Trenton, NJ 08609-1524

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 04, 2017

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 2, 2017 at the address(es) listed below:

Andrew L. Spivack on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com

Brian E Caine on behalf of Creditor Wilmington Savings Fund Society, et al bcaine@parkermccay.com, BKcourtnotices@parkermccay.com

Denise E. Carlon on behalf of Creditor U.S. Bank, National Association, not in its individual capacity but solely as Trustee for the RMAC Trust Series 2016-CTT dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com

Denise E. Carlon on behalf of Creditor U.S. Bank National Associatio, Et Al... dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com

Denise E. Carlon on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com

Jeffrey M. Sponder on behalf of U.S. Trustee United States Trustee jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov

Jeffrey M. Sponder on behalf of U.S. Trustee U.S. Trustee. jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov

Jennifer R. Gorchow on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2005-A15 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-O nj.bkecf@fedphe.com

Jerome B. Blank on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com

Jerome B. Blank on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com

John D. Krohn on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com

John D. Krohn on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-5 nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. D/B/A AMERICAS SERVICING COMPANY nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com

John Philip Schneider on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, servicer for U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Trust 2007-S2 nj.bkecf@fedphe.com

District/off: 0312-3

User: admin  
Form ID: pdf903

Page 2 of 2  
Total Noticed: 1

Date Rcvd: Feb 02, 2017

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Joseph Garibyan on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION joegaribyan@gmail.com  
Joshua I. Goldman on behalf of Creditor Nationstar Mortgage LLC jgoldman@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Joshua I. Goldman on behalf of Creditor U.S. Bank National Associatio, Et Al...  
jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com  
Melissa N. Licker on behalf of Creditor Specialized Loan Servicing, LLC, as servicing agent  
for U.S. Bank National Association, as Trustee, for JPMorgan Mortgage Trust 2007-S2 Mortgage  
Pass-through Certificates NJ\_ECF\_Notices@buckleymadole.com  
Melissa N. Licker on behalf of Creditor Nationstar Mortgage LLC  
NJ\_ECF\_Notices@buckleymadole.com  
Michael Frederick Dingerdissen on behalf of Creditor OCWEN LOAN SERVICING, LLC  
nj.bkecf@fedphe.com  
Michael Frederick Dingerdissen on behalf of Creditor WELLS FARGO BANK, N.A.  
nj.bkecf@fedphe.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as authorized Subservicer for Federal  
National Mortgage Association (Fannie Mae), Creditor c/o Seterus, Inc. gshasa@rasnj.com,  
bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as the authorized subservicer for  
Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. gshasa@rasnj.com,  
bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Robert P. Saltzman on behalf of Creditor Nationstar Mortgage LLC dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Seterus, Inc. as the authorized subservicer for  
Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Wilmington Savings Fund Society, et al dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Rushmore Loan Management Services, servicer for  
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee  
for Carlsbad Funding Mortgage Trust dnj@pbslaw.org  
Scott E. Kaplan on behalf of Debtor Kenneth G McNeil scott@sekaplanlaw.com,  
felisha@sekaplanlaw.com, sekparalegal@gmail.com  
Steven Eisenberg on behalf of Creditor Ocwen Loan Servcing, LLC, as servicer for Deutsche  
Bank National Trust Company, as Trustee for American Home Mortgage Asset Trust 2007-3,  
Mortgage-Backed Pass-Through Certificates Series 2007-3 bkecf@sterneisenberg.com,  
jmcnally@sterneisenberg.com/skelly@sterneisenberg.com/bkecf@sterneisenberg.com  
Steven K. Eisenberg on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY  
bkecf@sterneisenberg.com,  
jmcnally@sterneisenberg.com/skelly@sterneisenberg.com/bkecf@sterneisenberg.com  
U.S. Trustee. USTPRegion03.NE.ECF@usdoj.gov  
United States Trustee USTPRegion03.NE.ECF@usdoj.gov  
Warren S. Jones, Jr. on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION  
wsjonesesq@verizon.net, bestcaseswj@gmail.com

TOTAL: 37